

AO 257 (Rev. 5/78)

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT
 BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT
☐ SUPERSEDING
OFFENSE CHARGED
 Title 18 U.S.C. § 1349 - Conspiracy to Commit Wire Fraud;
 Title 18 U.S.C. § 1343 - Wire Fraud;
 Title 18 U.S.C. § 1957(a) - Money Laundering (Expenditure)

☐ Petty
☐ Minor
☐ Misdemeanor
☒ Felony

PENALTY: SEE ATTACHMENT



Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

KARIM AKIL

DISTRICT COURT NUMBER

CR09-01062 PJH

DEFENDANT**IS NOT IN CUSTODY**

- Has not been arrested, pending outcome this proceeding.
- 1) ☐ If not detained give date any prior summons was served on above charges

- 2) ☐ Is a Fugitive

- 3) ☐ Is on Bail or Release from (show District)

IS IN CUSTODY

- 4) ☐ On this charge
- 5) ☒ On another conviction } ☐ Federal ☒ State
- 6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

 Has detainer ☐ Yes
 been filed? ☒ No

 If "Yes"
 give date
 filed

DATE OF ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY

Month/Day/Year

☐ This report amends AO 257 previously submitted**PROCEEDING**

Name of Complainant Agency, or Person (& Title, if any)

INTERNAL REVENUE SERVICE

- ☐ person is awaiting trial in another Federal or State Court, give name of court

- ☐ this person/proceeding is transferred from another district per (circle one) FRCrp 20, 21, or 40. Show District

- ☐ this is a reprosecution of charges previously dismissed which were dismissed on motion of:

☐ U.S. ATTORNEY ☐ DEFENSE

SHOW DOCKET NO.

- ☐ this prosecution relates to a pending case involving this same defendant

MAGISTRATE CASE NO.

- ☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

Name and Office of Person

Furnishing Information on this form JOSEPH P. RUSSONIELLO

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S.

Attorney (if assigned)

STEPHEN G. CORRIGAN, AUSA

ADDITIONAL INFORMATION OR COMMENTS**PROCESS:**☐ SUMMONS ☐ NO PROCESS* ☒ WARRANT

Bail Amount: NO BAIL

If Summons, complete following:

☐ Arraignment ☐ Initial Appearance

Defendant Address:

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time: Before Judge:

Comments:

PENALTY SHEET

Defendant KARIM AKIL

COUNT ONE:

0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special
assessment

COUNTS TWO thru THIRTY-FIVE:

0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special
assessment

COUNTS THIRTY-SIX thru FORTY-THREE:
COUNTS FORTY-FIVE thru FIFTY-TWO:

0-10 years imprisonment, \$250,000 fine or
twice the amount of the criminally derived
property involved in the transaction, 3 years
supervised release, \$100 special assessment

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURTBY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

OFFENSE CHARGEDTitle 18 U.S.C. § 1349 - Conspiracy to Commit Wire Fraud;
Title 18 U.S.C. § 1343 - Wire Fraud;
Title 18 U.S.C. § 1957(a) - Money Laundering (Expenditure)

- ☐ Petty
☐ Minor
☐ Misdemeanor
☒ Felony

PENALTY: SEE ATTACHMENT

DEFENDANT - U.S.

AMY SCHLOEMANN

DISTRICT COURT NUMBER

CR09-01062

DEFENDANT**IS NOT IN CUSTODY**

- Has not been arrested, pending outcome this proceeding.
1) ☒ If not detained give date any prior summons was served on above charges

- 2)
- ☐
- Is a Fugitive

- 3)
- ☐
- Is on Bail or Release from (show District)

IS IN CUSTODY

- 4) ☐ On this charge
5) ☐ On another conviction } ☐ Federal ☐ State
6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

Has detainer been filed? ☐ Yes ☐ No

If "Yes" give date filed

DATE OF ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY

Month/Day/Year

☐ This report amends AO 257 previously submitted**PROCEEDING**

Name of Complainant Agency, or Person (& Title, if any)

INTERNAL REVENUE SERVICE

- ☐
- person is awaiting trial in another Federal or State Court, give name of court

- ☐
- this person/proceeding is transferred from another district per (circle one) FRCrp 20, 21, or 40. Show District

- this is a reprosecution of charges previously dismissed which were dismissed on motion of:

☐ U.S. ATTORNEY ☐ DEFENSE

SHOW DOCKET NO.

- this prosecution relates to a pending case involving this same defendant

MAGISTRATE CASE NO.

- ☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

Name and Office of Person

Furnishing Information on this form JOSEPH P. RUSSONIELLO

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S.

Attorney (if assigned)

STEPHEN G. CORRIGAN, AUSA

ADDITIONAL INFORMATION OR COMMENTS**PROCESS:**

- ☐
- SUMMONS
- ☐
- NO PROCESS*
- ☒
- WARRANT

Bail Amount: NO BAIL

If Summons, complete following:

- ☐
- Arraignment
- ☐
- Initial Appearance

Defendant Address:

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time:

Before Judge:

Comments:

PENALTY SHEET

Defendant AMY SCHLOEMANN

COUNT ONE:

0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special
assessment

COUNTS TWO thru THIRTY-FIVE:

0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special
assessment

COUNTS THIRTY-SIX thru FORTY-THREE:
COUNTS FORTY-FIVE thru FIFTY-TWO:

0-10 years imprisonment, \$250,000 fine or
twice the amount of the criminally derived
property involved in the transaction, 3 years
supervised release, \$100 special assessment

AO 257 (Rev. 6/78)

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT
 BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT
☐ SUPERSEDING
OFFENSE CHARGED
 Title 18 U.S.C. § 1349 - Conspiracy to Commit Wire Fraud;
 Title 18 U.S.C. § 1343 - Wire Fraud;
 Title 18 U.S.C. § 1957(a) - Money Laundering (Expenditure)

☐ Petty
☐ Minor
☐ Misdemeanor
☒ Felony

PENALTY: SEE ATTACHMENT

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

LOUISA WONDA KIDD

DISTRICT COURT NUMBER

CR09-01062

PJH

DEFENDANT**IS NOT IN CUSTODY**

Has not been arrested, pending outcome this proceeding.

- 1) ☒ If not detained give date any prior summons was served on above charges
- 2) ☐ Is a Fugitive
- 3) ☐ Is on Bail or Release from (show District)

IS IN CUSTODY

- 4) ☐ On this charge
- 5) ☐ On another conviction } ☐ Federal ☐ State
- 6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

 Has detainer ☐ Yes
 been filed? ☐ No

 If "Yes"
 give date
 filed

DATE OF ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED
TO U.S. CUSTODY

Month/Day/Year

☐ This report amends AO 257 previously submitted**PROCEEDING**

Name of Complainant Agency, or Person (& Title, if any)

INTERNAL REVENUE SERVICE

☐ person is awaiting trial in another Federal or State Court,
 give name of court

☐ this person/proceeding is transferred from another district
 per (circle one) FRCrp 20, 21, or 40. Show District

☐ this is a reprosecution of
 charges previously dismissed
 which were dismissed on motion
 of:

☐ U.S. ATTORNEY ☐ DEFENSE
SHOW
DOCKET NO.
☐ this prosecution relates to a
 pending case involving this same
 defendant
MAGISTRATE
CASE NO.
☐ prior proceedings or appearance(s)
 before U.S. Magistrate regarding this
 defendant were recorded under

Name and Office of Person

Furnishing Information on this form JOSEPH P. RUSSONIELLO

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S.

Attorney (if assigned)

STEPHEN G. CORRIGAN, AUSA

ADDITIONAL INFORMATION OR COMMENTS**PROCESS:**☒ SUMMONS ☐ NO PROCESS* ☐ WARRANT

Bail Amount: _____

If Summons, complete following:

☐ Arraignment ☒ Initial Appearance

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Defendant Address:

484 Lake Park Avenue #294
Oakland, CA 94610

Date/Time: 11/4/2009 at 10:00 am Before Judge: Timothy J. Bommer

Comments:

PENALTY SHEET

Defendant LOUISE WONDA KIDD

COUNT ONE:

0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special
assessment

COUNTS TWO thru THIRTY-THREE:

0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special
assessment

COUNTS THIRTY-SIX thru FORTY-THREE:
COUNTS FORTY-FIVE thru FIFTY-TWO:

0-10 years imprisonment, \$250,000 fine or
twice the amount of the criminally derived
property involved in the transaction, 3 years
supervised release, \$100 special assessment

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURTBY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT

Name of District Court, and/or Judge/Magistrate Location

☐ SUPERSEDED NORTHERN DISTRICT OF CALIFORNIA**OFFENSE CHARGED**Title 18 U.S.C. § 1349 - Conspiracy to Commit Wire Fraud;
Title 18 U.S.C. § 1343 - Wire Fraud;
Title 18 U.S.C. § 1957(a) - Money Laundering (Expenditure)

- ☐
- Petty
-
- ☐
- Minor
-
- ☐
- Misdemeanor
-
- ☒
- Felony

PENALTY: SEE ATTACHMENT

OAKLAND DIVISION

DEFENDANT - U.S.

MICHELLE MCGUIRE

DISTRICT COURT NUMBER

CR09-01062

PROCEEDING

Name of Complainant Agency, or Person (& Title, if any)

INTERNAL REVENUE SERVICE

☐ person is awaiting trial in another Federal or State Court, give name of court☐ this person/proceeding is transferred from another district per (circle one) FRCrp 20, 21, or 40. Show District☐ this is a reprosecution of charges previously dismissed which were dismissed on motion of:☐ U.S. ATTORNEY ☐ DEFENSESHOW
DOCKET NO.☐ this prosecution relates to a pending case involving this same defendantMAGISTRATE
CASE NO.☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

Name and Office of Person

Furnishing Information on this form JOSEPH P. RUSSONIELLO☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S.

Attorney (if assigned) STEPHEN G. CORRIGAN, AUSA**DEFENDANT****IS NOT IN CUSTODY**

Has not been arrested, pending outcome this proceeding.

1) ☒ If not detained give date any prior summons was served on above charges2) ☐ Is a Fugitive3) ☐ Is on Bail or Release from (show District)**IS IN CUSTODY**4) ☐ On this charge5) ☐ On another conviction☐ Federal ☐ State6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

Has detainer been filed? ☐ Yes ☐ No

If "Yes" give date filed

DATE OF ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY

Month/Day/Year

☐ This report amends AO 257 previously submitted**ADDITIONAL INFORMATION OR COMMENTS****PROCESS:**☐ SUMMONS ☐ NO PROCESS* ☒ WARRANTBail Amount: NO BAIL

If Summons, complete following:

☐ Arraignment ☐ Initial Appearance

Defendant Address:

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time: Before Judge:

Comments:

PENALTY SHEET

Defendant MICHELLE McGUIRE

COUNT ONE:	0-20 years imprisonment, \$250,000 fine, 3 years supervised release, \$100 special assessment
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COUNTS FIFTEEN, NINETEEN: TWENTY-EIGHT:	0-20 years imprisonment, \$250,000 fine, 3 years supervised release, \$100 special assessment
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COUNTS FORTY-FIVE and FIFTY:	0-10 years imprisonment, \$250,000 fine or twice the amount of the criminally derived property involved in the transaction, 3 years supervised release, \$100 special assessment
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DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT

BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT
☐ SUPERSEDING

OFFENSE CHARGED

Title 18 U.S.C. § 1349 - Conspiracy to Commit Wire Fraud;
 Title 18 U.S.C. § 1343 - Wire Fraud;
 Title 18 U.S.C. § 1957(a) - Money Laundering (Expenditure)

☐ Petty
☐ Minor
☐ Misdemeanor
☒ Felony

PENALTY: SEE ATTACHMENT

PROCEEDING

Name of Complainant Agency, or Person (& Title, if any)

INTERNAL REVENUE SERVICE

☐ person is awaiting trial in another Federal or State Court,
 give name of court

☐ this person/proceeding is transferred from another district
 per (circle one) FRCrp 20, 21, or 40. Show District

☐ this is a reprosecution of
 charges previously dismissed
 which were dismissed on motion
 of:

☐ U.S. ATTORNEY ☐ DEFENSE

SHOW
DOCKET NO.

☐ this prosecution relates to a
 pending case involving this same
 defendant

MAGISTRATE
CASE NO.

☐ prior proceedings or appearance(s)
 before U.S. Magistrate regarding this
 defendant were recorded under

Name and Office of Person

Furnishing Information on this form JOSEPH P. RUSSONIELLO

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S.

Attorney (if assigned)

STEPHEN G. CORRIGAN, AUSA

ADDITIONAL INFORMATION OR COMMENTS**PROCESS:**

☒ SUMMONS ☐ NO PROCESS* ☐ WARRANT

If Summons, complete following:

☐ Arraignment ☒ Initial Appearance

Defendant Address:

1277 Bates Road
 Oakland CA 94610

Comments:

Bail Amount: _____

* Where defendant previously apprehended on complaint, no new summons or
 warrant needed, since Magistrate has scheduled arraignment

Date/Time: 11/4/2009 at 10:00 am Before Judge: Timothy J. Bommer

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

KASHKA CLAY

DISTRICT COURT NUMBER

CR09-01062

PJH

DEFENDANT**IS NOT IN CUSTODY**

Has not been arrested, pending outcome this proceeding.

1) ☒ If not detained give date any prior
 summons was served on above charges

2) ☐ Is a Fugitive

3) ☐ Is on Bail or Release from (show District)

IS IN CUSTODY

4) ☐ On this charge

5) ☐ On another conviction

☐ Federal ☐ State

6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

Has detainer ☐ Yes
 been filed? ☐ No

If "Yes"
 give date
 filed

DATE OF
ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED
TO U.S. CUSTODY

Month/Day/Year

☐ This report amends AO 257 previously submitted

PENALTY SHEET

Defendant KASHKA CLAY

COUNT ONE: 0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special assessment

COUNT THIRTY-FIVE: 0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special assessment

COUNT FIFTY-THREE: 0-10 years imprisonment, \$250,000 fine or twice the
amount of the criminally derived property involved
in the transaction, 3 years supervised release,
\$100 special assessment

AO 257 (Rev. 6/78)

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT
 BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT
☐ SUPERSEDING
OFFENSE CHARGED
 Title 18 U.S.C. § 1349 - Conspiracy to Commit Wire Fraud;
 Title 18 U.S.C. § 1343 - Wire Fraud;
 Title 18 U.S.C. § 1957(a) - Money Laundering (Expenditure)

☐ Petty
☐ Minor
☐ Misdemeanor
☒ Felony

PENALTY: SEE ATTACHMENT

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

JAMES ROSS

DISTRICT COURT NUMBER

CR09-01062

PJH

PROCEEDING

Name of Complainant Agency, or Person (& Title, if any)

INTERNAL REVENUE SERVICE

☐ person is awaiting trial in another Federal or State Court, give name of court

☐ this person/proceeding is transferred from another district per (circle one) FRCrp 20, 21, or 40. Show District

☐ this is a reprosecution of charges previously dismissed which were dismissed on motion of:

☐ U.S. ATTORNEY ☐ DEFENSE

SHOW DOCKET NO.

☐ this prosecution relates to a pending case involving this same defendant

MAGISTRATE CASE NO.

☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

 Name and Office of Person
 Furnishing Information on this form JOSEPH P. RUSSONIELLO

☒ U.S. Attorney ☐ Other U.S. Agency

 Name of Assistant U.S.
 Attorney (if assigned) STEPHEN G. CORRIGAN, AUSA
IS NOT IN CUSTODY

Has not been arrested, pending outcome this proceeding.

 1) ☒ If not detained give date any prior summons was served on above charges
2) ☐ Is a Fugitive3) ☐ Is on Bail or Release from (show District)**IS IN CUSTODY**4) ☐ On this charge5) ☐ On another conviction
☐ Federal ☐ State
6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

 Has detainer
 been filed? ☐ Yes ☐ No

 If "Yes"
 give date
 filed

DATE OF ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY

Month/Day/Year

☐ This report amends AO 257 previously submitted
ADDITIONAL INFORMATION OR COMMENTS**PROCESS:**
☒ SUMMONS ☐ NO PROCESS* ☐ WARRANT

Bail Amount: _____

If Summons, complete following:

☐ Arraignment ☒ Initial Appearance

Defendant Address:

 550 E. Wigeon Way
 Suisun City CA 94585

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time: 11/4/2009 at 10:00 am Before Judge: Timothy J. Bommer

Comments:

PENALTY SHEET

Defendant JAMES ROSS

COUNT ONE: 0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special assessment

COUNT TWENTY: 0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special assessment

COUNT FORTY-FOUR: 0-10 years imprisonment, \$250,000 fine or twice the
amount of the criminally derived property involved
in the transaction, 3 years supervised release,
\$100 special assessment

AO 257 (Rev. 6/78)

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT
 BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT
☐ SUPERSEDING
OFFENSE CHARGED
 Title 18 U.S.C. § 1349 - Conspiracy to Commit Wire Fraud;
 Title 18 U.S.C. § 1343 - Wire Fraud;
 Title 18 U.S.C. § 1957(a) - Money Laundering (Expenditure)

☐ Petty
☐ Minor
☐ Misdemeanor
☒ Felony

PENALTY: SEE ATTACHMENT

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

DARNELL THOMAS

DISTRICT COURT NUMBER

CR09-01062-PJH

DEFENDANT**IS NOT IN CUSTODY**

Has not been arrested, pending outcome this proceeding.

1) ☒ If not detained give date any prior summons was served on above charges2) ☐ Is a Fugitive3) ☐ Is on Bail or Release from (show District)**IS IN CUSTODY**4) ☐ On this charge5) ☐ On another conviction☐ Federal ☐ State6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

Has detainer been filed? ☐ Yes ☐ No

If "Yes" give date filed

DATE OF ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY

Month/Day/Year

☐ This report amends AO 257 previously submitted**PROCEEDING**

Name of Complainant Agency, or Person (& Title, if any)

INTERNAL REVENUE SERVICE

☐ person is awaiting trial in another Federal or State Court, give name of court☐ this person/proceeding is transferred from another district per (circle one) FRCrP 20, 21, or 40. Show District☐ this is a reprosecution of charges previously dismissed which were dismissed on motion of:☐ U.S. ATTORNEY ☐ DEFENSE

SHOW DOCKET NO.

☐ this prosecution relates to a pending case involving this same defendant

MAGISTRATE CASE NO.

☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

Name and Office of Person

Furnishing Information on this form JOSEPH P. RUSSONIELLO

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S.

Attorney (if assigned) STEPHEN G. CORRIGAN, AUSA

ADDITIONAL INFORMATION OR COMMENTS**PROCESS:**☒ SUMMONS ☐ NO PROCESS* ☐ WARRANT

If Summons, complete following:

☐ Arraignment ☒ Initial Appearance

Defendant Address:

1355 Oak Crest Way
Antioch CA 94531

Bail Amount: _____

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time: 11/04/2009 at 10:00 am Before Judge: Timothy J. Bommer

Comments:

PENALTY SHEET

Defendant DARNELL THOMAS

COUNT ONE:

0-20 years imprisonment, \$250,000 fine,
3 years supervised release, \$100 special assessment

United States District Court

FOR THE
NORTHERN DISTRICT OF CALIFORNIA

VENUE: Oakland

UNITED STATES OF AMERICA,

v.

KARIM AKIL, a/k/a Scott Kinney, a/k/a Scott Kenney,
AMY SCHLOEMANN, a/k/a Amy Kinney,
LOUISA WONDA KIDD,
MICHELLE McGUIRE,
KASHKA CLAY, a/k/a Mark Lane, a/k/a Michael Lewis,
JAMES ROSS, and
DARNELL THOMAS,

DEFENDANT.

CR09-01062

PJH

INDICTMENT

Title 18 U.S.C. § 1349 - Conspiracy to
Commit Wire Fraud; Title 18 U.S.C. § 1343 -
Wire Fraud; Title 18 U.S.C. § 1957(a) -
Money Laundering (Expenditure)

A true bill.

Foreman

Filed in open court this _____ day of _____

Clerk

Bail, \$

Issue: no bail arrest warrants:

10/29/09

*Akil
Schloemann*

*Issue: summons for other
defendants*

JOSEPH P. RUSSONIELLO (CASBN 44332)
United States Attorney

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

KARIM AKIL, a/k/a Scott Kinney,
a/k/a Scott Kenney,
AMY SCHLOEMANN, a/k/a Amy Kinney,
LOUISA WONDA KIDD,
MICHELLE McGUIRE,
KASHKA CLAY, a/k/a Mark Lane,
a/k/a Michael Lewis,
JAMES ROSS, and
DARNELL THOMAS,

Defendants.

No.

CR09-01062 PJH
VIOLATIONS: Title 18 U.S.C. § 1349 -
Conspiracy to Commit Wire Fraud; Title 18
U.S.C. § 1343 - Wire Fraud; Title 18 U.S.C. §
1957(a) - Money Laundering (Expenditure)

OAKLAND VENUE

INDICTMENT

The Grand Jury charges:

Introduction

1. At all times material to this indictment and incorporated by reference in all counts:

INDICTMENT

Document 1-1
10/29/09
United States District Court
Northern District of California

1 a. Defendant AMY SCHLOEMANN ("SCHLOEMANN") was a licensed realtor and
2 president of a business named Hiddenbrooke Mortgage, Inc. ("Hiddenbrooke"), a business
3 engaged in obtaining funding for mortgages located in Vallejo, California. SCHLOEMANN was
4 the wife of defendant KARIM AKIL ("AKIL"). SCHLOEMANN regularly completed and
5 caused others to complete false loan applications both for straw buyers, that is, individuals
6 willing to allow their names and identifying information to be used in the applications for
7 mortgage loans and offers to purchase real estate, and for fictitious buyers. SCHLOEMANN
8 also acted as a real estate broker for both straw buyers and fictitious buyers.
9
10

11 b. Defendant KARIM AKIL ("AKIL") was the president of a business named Marsh
12 Group Corporation ("Marsh Group"), located in Oakland, California. AKIL was the husband of
13 SCHLOEMANN. AKIL regularly employed and paid co-conspirators, including JAMES ROSS
14 ("ROSS") and DARNELL THOMAS ("THOMAS"), to recruit individuals, preferably those with
15 good credit scores, to act as straw buyers of real estate.
16

17 c. SCHLOEMANN and AKIL held signature authority on business checking accounts
18 held at Union Bank of California ("Union Bank"), Vallejo, California, in the names of
19 Hiddenbrooke Mortgage Group ("Hiddenbrooke"), the Marsh Group, the Brooke Property
20 Management Company ("Brooke Property"), and Sanford and Son MTG ("Sanford"). AKIL and
21 SCHLOEMANN used these Union Bank accounts to launder the profits of the fraudulent
22 scheme, to make deposit payments on real property purchases in the names of straw and fictitious
23 buyers, and to make payments to co-conspirators.
24

25 d. Defendant MICHELLE McGUIRE ("McGUIRE") was an employee of Hiddenbrooke
26 Mortgage who worked as a personal assistant to AKIL. McGUIRE was responsible for assisting
27 in the completion of loan applications for straw buyers and fictitious buyers and submitting these
28

1 loan applications and supporting documentation to lenders. McGUIRE also authorized the use of
2 her telephone number on documents submitted with loan applications which falsely represented
3 that the number belonged to fictitious landlords of straw buyers. McGUIRE further authorized
4 the use of her telephone number on a loan application which falsely represented that her
5 telephone number belonged to a fictitious buyer's employer. McGUIRE was paid hundreds of
6 thousands of dollars for her involvement in the fraudulent scheme.
7

8 e. Defendant LOUISA WONDA KIDD ("KIDD") was a manager and escrow officer of
9 Financial Title Company ("Financial Title"), located in Castro Valley, California. KIDD was the
10 escrow officer on more than 100 properties involved in the fraudulent scheme, disbursing profits
11 of the scheme to AKIL and SCHLOEMANN through wire transfers to their various Union Bank
12 accounts in the form of wire transfers and checks.
13

14 f. Defendants ROSS and THOMAS worked with AKIL to recruit straw buyers to
15 purchase real property. They were each paid hundreds of thousands of dollars for their
16 involvement in the fraudulent scheme. THOMAS also falsified information on a loan
17 application submitted to a lender for a property THOMAS purchased.
18

19 g. Defendant KASHKA CLAY ("CLAY") was a real estate agent who purchased two
20 properties using the alias Mark Lane, supporting one loan application with the submission to a
21 lending institution of a false driver's license that bore CLAY's photograph and the name Mark
22 Lane. CLAY also authorized the use of his telephone number to falsely represent to lenders that
23 CLAY's number belonged to a certified public accountant ("CPA").
24

25 **COUNT ONE:** (18 U.S.C. § 1349 Conspiracy to Commit Wire Fraud)
26

27 2. Beginning at a time unknown to the Grand Jury, but no later than on or about October
28 2004, and continuing thereafter to in or about July 2007, in the Northern District of California

1 and elsewhere, the defendants,

2 KARIM AKIL,
 3 a/k/a Scott Kinney, a/k/a Scott Kenney
 4 AMY SCHLOEMANN,
 5 a/k/a Amy Kinney,
 6 LOUISA WONDA KIDD,
 7 MICHELLE McGUIRE,
 8 KASHKA CLAY,
 a/k/a Mark Lane, a/k/a Michael Lewis,
 JAMES ROSS, and
 DARNELL THOMAS,

9 did knowingly attempt and conspire to commit offenses under Chapter 63 of Title 18, United
 10 States Code, namely, wire fraud, in violation of Title 18, United States Code, Section 1343.

11 Means and Methods of the Conspiracy

12
 13 3. Among the means and methods by which the defendants executed the scheme to
 14 defraud were the following:

15 a. The defendants created a conspiracy to defraud involving more than 100 properties
 16 that provided profits in the millions to members of the conspiracy through, among other things,
 17 the fraudulent purchase of real estate and the laundering of proceeds derived therefrom.

18
 19 b. The defendants recruited straw buyers to purchase residential properties to avoid the
 20 defendants' own personal financial responsibility for the loan amounts and to limit the
 21 defendants' exposure to criminal liability.

22
 23 c. The defendants encouraged buyers to participate in the real estate purchases by
 24 promising to pay them large sums of money, and at times, paying them large sums of money, and
 25 by falsely representing to them that: (1) the real estate transactions were legal; (2) the buyers
 26 would not be responsible for the mortgage payments, or that the mortgage payments would be
 27 taken over by another person shortly after the purchase of the property; (3) the purchases were
 28

1 good investments; and (4) the buyers' credit ratings would benefit from the purchases.

2 d. The defendants and their associates recruited and controlled individuals in key
3 positions, including straw buyers, real estate appraisers, notaries, and escrow agents, in order to
4 limit the defendants' exposure to criminal liability and maximize the defendants' financial gains.
5

6 e. The defendants regularly used the name and identity of one straw buyer or fictitious
7 buyer to simultaneously purchase multiple properties by submitting loan packages for each
8 property in the name of the buyer to a different lender, intentionally failing to inform the lenders
9 of the other pending loan applications and property purchases.
10

11 f. The defendants increased their profits made on the purchases of properties by
12 submitting documents to lenders, including purchase and sale agreements, that falsely inflated the
13 sales prices, thereby causing the lenders to unwittingly provide loans in amounts that exceeded
14 the true purchase prices and values of the properties.
15

16 g. The defendants established a corporation, Hiddenbrooke, to act as mortgage brokers,
17 at times representing sellers of real properties and at other times purporting to represent buyers of
18 properties, including straw and fictitious buyers, and to launder the proceeds of the fraudulent
19 scheme.
20

21 h. The defendants directed escrow officers to write checks payable to the defendants'
22 corporations and to wire transfer the proceeds from the fraudulent scheme into the defendants'
23 various corporate bank accounts.
24

25 i. The defendants directed straw buyers to sign mortgage loan applications, some of
26 which were blank and others that contained false information and false supporting
27 documentation, including the following:

- 28 1. the property would be the straw buyers' primary residence;

2. the identity and telephone number of the straw buyers' employers;
3. the straw buyers' monthly income;
4. the straw buyers' bank account information;
5. the straw buyers' telephone numbers and addresses;
6. the identity and telephone number of the straw buyers' landlord; and
7. letters represented to have been composed and signed by a CPA.

j. The defendants paid the straw buyers thousands of dollars and more in exchange for allowing the defendants to purchase property in their names.

k. The defendants hired notary publics ("notaries") willing to notarize documents falsely attesting to having witnessed signatures on loan documents when in fact the documents were not signed in the presence of the notaries.

l. The defendants regularly failed to make the mortgage payments on the purchased properties, causing lenders to foreclose on the properties which resulted in financial losses to the lenders and damaged the credit ratings of the buyers.

Overt Acts

4. In furtherance of the conspiracy and to accomplish the objects thereof, the defendants and others committed various overt acts within the Northern District of California and elsewhere, including, but not limited to, the following:

4529 MARKET STREET, OAKLAND, CALIFORNIA ("4529 Market Street")

5. On or about October 2004, THOMAS provided names and social security numbers of individuals he intended to use as straw buyers to another person, requesting that this person add them as authorized users on his credit cards to raise the credit scores of these individuals.

6. On or about March 2, 2005, McGUIRE authorized the submission of a document that

1 provided rental information to Fremont Investment and Loan ("Fremont Investment"), knowing
2 that the document falsely represented that MCGUIRE's telephone number was the telephone
3 number of the straw buyer's landlord.
4

5 7. On or about March 30, 2005 AKIL withdrew and caused the withdrawal of \$6,700
6 from the Hiddenbrooke account to purchase a cashier's check made payable to Financial Title.

7 8. On or about March 31, 2005, AKIL, SCHLOEMANN, and KIDD caused \$402,764.04
8 and \$99,950.74 to be wire transferred from Fremont Investment to Financial Title.
9

10 9. On or about March 31, 2005, KIDD closed escrow on the property located at 4529
11 Market Street and disbursed the funds as directed by AKIL and SCHLOEMANN, including:

12 (a) a wire transfer of \$14,050 to the Hiddenbrooke account; and

13 (b) a wire transfer of \$30,000 to the Hiddenbrooke account for a real estate
14 commission.
15

16 10. On or about April 1, 2005, AKIL issued a \$10,000 check from the Hiddenbrooke
17 account made payable to THOMAS.

18 **1009 3RD STREET, RODEO, CALIFORNIA** ("1009 3rd Street")
19

20 11. In or about April and May 2006, ROSS recruited a straw buyer, D.H., for the
21 property located at 1009 3rd Street.

22 12. In or about April and May 2006, ROSS made payments on D.H.'s credit cards to
23 increase his credit score.

24 13. On or about May 1, 2006, SCHLOEMANN ordered a preliminary title report from
25 Financial Title in the name of AKIL or his assignee for 1009 3rd Street.
26

27 14. In or about June 2006, following the sale of the 1009 3rd Street property, ROSS
28 issued checks made payable to D.H.

1 15. At a time unknown but prior to June 6, 2006, AKIL and SCHLOEMANN submitted
2 and caused to be submitted to Aegis Funding Corporation ("Aegis") a California Residential
3 Purchase Agreement ("Purchase Agreement") and a Form 1003, Uniform Residential Loan
4 Application ("Loan Application"), for the property located at 1009 3rd Street, knowing that both
5 documents contained false financial information about the straw buyer D.H.
6

7 16. On or about June 1, 2006, SCHLOEMANN withdrew \$6,073 from the Union Bank
8 of California Marsh Group account ("Marsh Group account") and purchased a cashier's check in
9 the same amount made payable to Financial Title with the remitter identified as D.H.
10

11 17. On or about June 5, 2006, AKIL, SCHLOEMANN and KIDD caused wire transfers
12 of \$363,023.72 and \$91,098.85 from Aegis to Financial Title.
13

14 18. On or about June 6, 2006, KIDD closed escrow on the property located at 1009 3rd
15 Street and disbursed the funds as directed by AKIL and SCHLOEMANN, including:

16 (a) a wire transfer of \$15,205 to the Union Bank of California Hiddenbrooke
17 account ("Hiddenbrooke account") for brokers fees and commissions;

18 (b) a wire transfer of \$67,680 to the Marsh Group account for "balance due;" and
19

20 (c) a wire transfer of \$4,520 to McGUIRE's Washington Mutual Bank account.
21

22 19. On or about June 6, 2006, SCHLOEMANN issued a \$2,500 check drawn on the
23 Marsh Group account made payable to the straw buyer D.H.
24

25 20. On or about June 6, 2006, SCHLOEMANN issued a \$5,000 check drawn on the
26 Marsh Group account made payable to ROSS.
27

28 21. On or about November 30, 2006, ROSS sent an e-mail to straw buyer D.H. regarding
the overdue mortgage payment on 1009 3rd Street.

1 **555-557 25TH AVENUE, SAN FRANCISCO, CALIFORNIA** (“555-557 25th Avenue”)

2 22. On or before May 12, 2006, ROSS recruited a straw buyer, K.P.L., who was a full-
3 time student earning an annual income of less than \$20,000, to purchase a residence located at
4 555-557 25th Avenue for the sum of \$1,000,000.

5
6 23. On or about May 12, 2006, CLAY authorized the submission of a letter to a lender in
7 support of the straw buyer’s loan application, knowing the letter falsely represented it was written
8 and signed by a CPA and that CLAY’s telephone number was the telephone number of the CPA.

9
10 24. On or about May 15, 2006, AKIL and SCHLOEMANN submitted and caused to be
11 submitted to United Security Financial Company (“United Security”) a Loan Application,
12 knowing that it contained false financial information about the straw buyer.

13 25. On or about May 15, 2006, SCHLOEMANN submitted a term sheet to KIDD in
14 which SCHLOEMANN directed KIDD to disburse \$225,000 to the Marsh Group account out of
15 the escrow account for “property rehab.”

16
17 26. On or about May 18, 2006, SCHLOEMANN withdrew \$5,000 from the Marsh
18 Group account and purchased a cashier’s check in the same amount made payable to Financial
19 Title.

20
21 27. On or about July 7, 2006, McGUIRE sent a facsimile to KIDD informing her that
22 McGUIRE would bring KIDD original documents for the 555-557 25th Avenue property.

23 28. On or about July 12, 2006, AKIL withdrew \$30,286.15 from the Marsh Group
24 account and purchased a cashier’s check in the same amount made payable to Financial Title
25 with the remitter shown as K.P.L.

26
27 29. On or about July 13, 2006, AKIL, SCHLOEMANN, and KIDD caused wire transfers
28 of \$747,125 and \$250,000 from United Security to Financial Title.

1 30. On or about July 13, 2006, KIDD closed escrow on the property located at 555-557
2 25th Avenue property and disbursed funds as directed by AKIL and SCHLOEMANN, including:

3 (a) a \$3,130 check deposited into the Hiddenbrooke account; and

4 (b) a \$150,000 wire transfer into the Marsh Group account for "balance due."

5 **2650 76TH AVENUE, OAKLAND, CALIFORNIA** ("2650 76th Avenue")
6

7 31. On an unknown date but prior to March 9, 2006, THOMAS recruited a straw buyer,
8 J.R.A., for the property located at 2650 76th Avenue.
9

10 32. On or about March 23, 2006, McGUIRE sent an e-mail to KIDD informing KIDD
11 that: (a) the broker's commission should be 5% of a sales price of \$380,000 (which was less
12 than the sales price of \$480,000 reflected in Financial Title's closing statement), and (b) the
13 commission was to be split 50/50.
14

15 33. On or about April 5, 2006, McGUIRE authorized the submission of a verification of
16 rent or mortgage form to Argent Mortgage Company, LLC ("Argent") in support of the loan
17 application of J.R.A., knowing that the form falsely represented that McGUIRE's telephone
18 number belonged to the straw buyer's landlord.
19

20 34. On or about April 6, 2006, SCHLOEMANN submitted and caused to be submitted to
21 Argent a Loan Application knowing that it contained false financial information about the straw
22 buyer J.R.A.
23

24 35. On or about April 10, 2006, CLAY authorized the submission of a letter to a lender
25 in support of the straw buyer's loan application, knowing the letter falsely represented it was
26 written and signed by a CPA and that CLAY's telephone number was the telephone number of
27 the CPA.
28

 36. On or about April 20, 2006, SCHLOEMANN withdrew \$35,000 from the Marsh

1 Group bank account and purchased a cashier's check in the same amount made payable to
2 THOMAS.

3
4 37. On or about April 25, 2006, THOMAS issued a \$8,000 check made payable to the
5 straw buyer J.R.A.

6 38. On or about April 27, 2006, AKIL, SCHLOEMANN, and KIDD caused
7 \$382,791.64 and \$95,875.84 to be wire transferred from Argent to Financial Title.

8 39. On or about April 28, 2006, KIDD closed escrow on the property located at 2650 76th
9 Avenue and disbursed the funds as directed by AKIL and SCHLOEMANN, including:
10

11 (a) a \$1,000 check made payable to McGUIRE;

12 (b) a wire transfer of \$10,611 into the Hiddenbrooke account for "broker fees;"
13 and

14 (c) a wire transfer of \$87,600 into the Marsh Group account for "balance due."
15

16 **1625 63RD STREET, BERKELEY, CALIFORNIA** ("1625 63rd Street")

17 40. On a date unknown but prior to May 24, 2006, THOMAS recruited a straw buyer,
18 E.Z.A., for the property located at 1625 63rd Street.

19 41. On or about May 24, 2006, SCHLOEMANN submitted and caused to be submitted
20 to Argent a Purchase Agreement for the property located at 1625 63rd Street, knowing that it
21 contained false information about the straw buyer.
22

23 42. On or about June 10, 2006, CLAY authorized the submission of a letter to a lender in
24 support of the straw buyer's loan application, knowing that the letter falsely represented it was
25 written and signed by a CPA and that CLAY's telephone number was the telephone number of
26 the CPA.
27

28 43. On or about June 12, 2006, AKIL submitted a term sheet to Financial Title

1 instructing KIDD to disburse \$335,000 to the seller and \$205,000 to the Marsh Group account
2 from the escrow account for property rehabilitation.

3
4 44. On or about June 14, 2006, SCHLOEMANN sent by facsimile a term sheet to
5 Financial Title instructing KIDD to disburse \$335,000 to the seller and \$205,000 to the Marsh
6 Group account from the escrow account for property rehabilitation.

7 45. On or about June 27, 2006, AKIL withdrew \$18,362 from the Marsh Group account
8 and purchased a cashier's check in the same amount made payable to Financial Title with the
9 remitter identified as E.Z.A.

10
11 46. On or about June 28, 2006, AKIL, SCHLOEMANN and KIDD caused wire transfers
12 of \$434,954.39 and \$107,895.24 from Argent to Financial Title.

13 47. On or about June 29, 2006, KIDD closed escrow on the property located at 1625 63rd
14 Avenue and disbursed and caused to be disbursed the funds as directed by AKIL and
15 SCHLOEMANN, including:

16
17 (a) a \$5,275 wire transfer into the Hiddenbrooke account for "broker fees;"

18 (b) a \$158,000 wire transfer into the Marsh Group account for "balance due;" and

19 (c) a \$1,000 check made payable to McGUIRE for administrative services.
20

21 **5289 CRIBARI HEIGHTS, SAN JOSE, CALIFORNIA** ("5289 Cribari Heights")

22 48. On or about January 13, 2006, AKIL caused a Loan Application to be submitted to
23 Argent for 5289 Cribari Heights, knowing that it contained false information about the fictitious
24 buyer Bradford Bloom.

25 49. On or about January 13, 2006, McGUIRE authorized the submission of employment
26 information to Argent knowing that it falsely represented that McGUIRE's telephone number
27 was the telephone number of the fictitious buyer's employer.
28

1 50. On or about January 19, 2006, SCHLOEMANN withdrew and caused to be
2 withdrawn \$21,436 from the Marsh Group account and purchased a cashier's check in the same
3 amount made payable to Financial Title with the remitter identified as Bradford Bloom.

4
5 51. On or about January 23, 2006, AKIL, SCHLOEMANN and KIDD caused
6 \$290,638.80 and \$72,789.40 to be wire transferred from Argent to Financial Title.

7 52. On or about January 24, 2006, KIDD closed escrow on the property located at 5289
8 Cribari Heights and disbursed the funds as directed by AKIL and SCHLOEMANN, including:

9 (a) a \$11,680 check made payable to the Hiddenbrooke account for the buyer's
10 loan origination fee; and

11 (b) a \$46,000 check made payable to Hiddenbrooke for "commission."

12
13 53. On or about February 2, 2006, AKIL issued a \$30,000 check from the Marsh Group
14 bank account payable to defendant THOMAS.

15
16 **1335 HILLWOOD LOOP, LINCOLN, CALIFORNIA ("1335 Hillwood Loop")**

17 54. On or about October 7, 2006, SCHLOEMANN submitted and caused to be submitted
18 to Fremont Investment a Purchase Agreement for the property located at 1335 Hillwood Loop,
19 knowing that it contained false information.

20
21 55. On or about October 7, 2006, McGUIRE submitted and caused to be submitted a
22 Purchase Agreement to an appraiser, knowing that it contained false information, including a
23 falsely inflated purchase price of the property.

24 56. On or about November 19, 2006, SCHLOEMANN submitted and caused to be
25 submitted a Loan Application to Fremont Investment, knowing that it contained false financial
26 information about the straw buyer M.C.

27
28 57. On or about December 6, 2006, SCHLOEMANN withdrew and caused the

1 withdrawals of \$20,164 and \$5,000 from the Hiddenbrooke account to purchase two cashier's
2 checks made payable to Financial Title in the amounts of the withdrawals with the remitter
3 identified on the checks as M.C.
4

5 58. On or about December 7, 2006, AKIL, SCHLOEMANN and KIDD caused wire
6 transfers of \$567,597.46 and \$141,871.18 from Fremont Investment to Financial Title.

7 59. On or about December 8, 2006, KIDD closed escrow on the property located at 1335
8 Hillwood Loop and disbursed the funds as directed by AKIL and SCHLOEMANN, including:
9

10 (a) a \$12,000 wire transfer to McGUIRE's Washington Mutual Bank account;

11 (b) a wire transfer of \$175,000 to the Marsh Group account; and

12 (c) a December 11, 2006 wire transfer of \$12,780 to the Hiddenbrooke account for
13 broker fees and commission.
14

15 **152 ROUNDS STREET, VALLEJO, CALIFORNIA ("152 Rounds Street")**

16 60. In or about June or July 2006, ROSS recruited a straw buyer, G.C., for the property
17 located at 152 Rounds Street.

18 61. On or about July 20, 2006, SCHLOEMANN submitted and caused to be submitted to
19 Fremont Investment a Purchase Agreement for the property located at 152 Rounds Street,
20 knowing that it contained false information.
21

22 62. On or about July 31, 2006, SCHLOEMANN submitted and caused to be submitted to
23 Fremont Investment a Loan Application, knowing that it contained false financial information.
24

25 63. On or about July 31, 2006, SCHLOEMANN withdrew \$1,594.03 from the
26 Hiddenbrooke account to purchase a cashier's check in the same amount made payable to
27 Financial Title with the remitter identified as G.C.

28 64. On or about August 2, 2006, AKIL, SCHLOEMANN, and KIDD caused

1 \$368,325.48 and \$92,673 to be wire transferred from Fremont Investment to Financial Title.

2 65. On or about August 3, 2006, KIDD closed escrow on the property located at 152
3 Rounds Street and disbursed funds as directed by AKIL and SCHLOEMANN, including:

- 4 (a) a \$299 check payable to the Hiddenbrooke account for broker fees;
5 (b) a wire transfer of \$58,871.61 to the Marsh Group account;
6 (c) a \$29,975 wire transfer to ROSS' Washington Mutual Bank checking account;
7 and
8 (d) a \$36,975 wire transfer to McGUIRE's Washington Mutual Bank checking
9 account.
10
11

12 **405 HEARTLAND COURT, LINCOLN, CALIFORNIA** ("405 Heartland Court")

13 66. On or about November 2006, ROSS recruited a straw buyer, P.C., to purchase a
14 property located at 405 Heartland Court.
15

16 67. On or about November 7, 2006, SCHLOEMANN submitted and caused to be
17 submitted to Axiom Financial Services ("Axiom") a Purchase Agreement for the property
18 located at 405 Heartland Court, knowing that it contained false information.
19

20 68. On or about December 18, 2006, CLAY authorized the submission of a letter to a
21 lender in support of the straw buyer's loan application, knowing the letter falsely represented it
22 was written and signed by a CPA and that CLAY's telephone number was the telephone number
23 of the CPA.

24 69. On or about December 21, 2006, SCHLOEMANN submitted and caused to be
25 submitted to Axiom a Loan Application, knowing that it contained false financial information
26 about the straw buyer, P.C.
27

28 70. On or about December 26, 2006, SCHLOEMANN withdrew \$2,599 from the

1 Hiddenbrooke account and purchased a cashier's check in the same amount made payable to
2 Financial Title with the remitter identified on the check as P.C.

3 71. On or about December 26, 2006, AKIL, SCHLOEMANN, and KIDD caused
4 \$602,322.38 and \$150,294.98 to be wire transferred from Axiom to Financial Title.

5 72. On or about December 27, 2006, KIDD closed escrow on the property located at 405
6 Heartland Court and disbursed the funds as directed by AKIL and SCHLOEMANN, including:

7 (a) a \$23,075 wire transfer from the escrow account to the Hiddenbrooke account
8 for broker fees and real estate commission;

9 (b) a \$193,500 wire transfer to the Marsh Group account;

10 (c) a \$37,500 wire transfer to McGUIRE's Washington Mutual Bank account.

11 73. On or about December 28, 2006, SCHLOEMANN withdrew \$109,491.47 from the
12 Marsh Group account and purchased a cashier's check in the same amount made payable to
13 ROSS.

14 **1009 56TH STREET, OAKLAND, CALIFORNIA** ("1009 56th Street")

15 74. On or about August or September 2006, ROSS recruited a straw buyer, D.C., for the
16 property located at 1009 56th Street.

17 75. On or about August 1, 2006, SCHLOEMANN submitted and caused to be submitted
18 a Purchase Agreement for the property at 1009 56th Street, to Argent, knowing that it contained
19 false information.

20 76. On or about September 12, 2006, McGUIRE authorized the submission of loan
21 documents to Argent including a document that she knew falsely represented that her telephone
22 number was the telephone number of the straw buyer's landlord.

23 77. On or about September 15, 2006, CLAY authorized the submission of a letter to a

1 lender in support of the straw buyer's loan application, knowing that the letter falsely represented
 2 it was written and signed by a CPA and that CLAY's telephone number was the telephone
 3 number of the CPA.
 4

5 78. On or about September 19, 2006, SCHLOEMANN submitted and caused to be
 6 submitted a Loan Application to Argent, knowing that it contained false financial information
 7 about the straw buyer, D.C.
 8

9 79. On or about September 25, 2006, SCHLOEMANN withdraw \$6,180 from the Marsh
 10 Group account and purchased a cashier's check in the same amount made payable to Financial
 11 Title with the remitter identified on the check as D.C.
 12

13 80. On or about September 25, 2006, AKIL, SCHLOEMANN and KIDD caused
 14 \$428,733.12 and \$105,800 to be wire transferred from Argent to Financial Title.
 15

16 81. On or about September 26, 2006, KIDD closed escrow on the property located at
 17 1009 56th Street and disbursed the funds as directed by AKIL and SCHLOEMANN, including:
 18

19 (a) a \$10,662.56 wire transfer to the Hiddenbrooke account for broker fees;
 20

21 (b) a \$56,066.80 wire transfer to the Marsh Group account; and
 22

23 (c) a \$19,000 wire transfer to McGUIRE's Washington Mutual checking account.
 24

25 **401 HEARTLAND COURT, LINCOLN, CALIFORNIA** ("401 Heartland Court")
 26

27 82. In or about November 2006, SCHLOEMANN recruited N.H., an employee of
 28 Hiddenbrooke Mortgage and a resident of the State of Washington, to purchase property located
 at 401 Heartland Court, promising to pay N.H. \$140,000 if she purchased the property.
 29

30 83. On or about November 7, 2006, SCHLOEMANN submitted, and caused to be
 submitted, a Purchase Agreement for the property located at 401 Heartland Court to Bear
 Stearns, knowing that the agreement contained false information.
 31

1 84. On or about November 7, 2006, SCHLOEMANN withdrew \$5,000 from the Marsh
2 Group account and purchased a cashier's check in the same amount made payable to Placer Title
3 with the remitter identified as N.H.
4

5 85. On or about December 26, 2006, CLAY authorized the submission of a letter to a
6 lender in support of the straw buyer's loan application, knowing that the letter falsely represented
7 it was written and signed by a CPA and that CLAY's telephone number was the telephone
8 number of the CPA.
9

10 86. On or about January 30, 2007, SCHLOEMANN submitted and caused to be
11 submitted a Loan Application to Bear Sterns knowing that it contained false financial
12 information about the straw buyer N.H.
13

14 87. On or about February 5, 2007, AKIL, SCHLOEMANN, and KIDD caused
15 \$567,184.51 and \$140,598.97 to be wire transferred from Bear Stearns to Financial Title.
16

17 88. On or about February 7, 2007, KIDD closed escrow on the property located at 401
18 Heartland Court and disbursed the funds as directed by AKIL and SCHLOEMANN, including:
19

20 (a) a \$22,475 wire transfer to the Hiddenbrooke account for broker fees and real
21 estate commission; and
22

23 (b) a \$175,000 wire transfer to the Marsh Group account.
24

25 89. On or about and between February 9, 2007 and February 14, 2007, AKIL and
26 SCHLOEMANN issued checks from the Marsh Group account payable to N.H. totaling
27 \$70,000.
28

1923 HAMERSLEY LANE, LINCOLN, CALIFORNIA ("1923 Hamersley Lane")

90. In or around November 2006, AKIL recruited a straw buyer, T.J., for the property
located at 1923 Hamersley Lane.

1 91. On or about November 7, 2006, SCHLOEMANN submitted and caused to be
2 submitted a Purchase Agreement for the property located at 1923 Hamersley Lane to Axiom,
3 knowing that the agreement contained false information.
4

5 92. On or about November 7, 2006, McGUIRE provided a Purchase Agreement to an
6 appraiser for purposes of appraising the 1923 Hamersley Lane property knowing that the
7 purchase agreement contained a falsely inflated purchase price.
8

9 93. On or about December 5, 2006, SCHLOEMANN submitted or caused to be
10 submitted a Loan Application to Axiom, knowing that it contained false financial information
11 about the straw buyer, T.J.

12 94. On or about December 8, 2006, SCHLOEMANN withdrew \$5,000 from the Marsh
13 Group account and purchased a cashier's check in the same amount made payable to Financial
14 Title with the remitter identified as T.J.
15

16 95. On or about December 8, 2006, AKIL, SCHLOEMANN, and KIDD caused wire
17 transfers in the amounts of \$611,661.68 and \$152,980.71 from Axiom to Financial Title.
18

19 96. On or about December 11, 2006, SCHLOEMANN withdrew \$2,142.53 from the
20 Marsh Group account and purchased a cashier's check in the same amount made payable to
21 Financial Title with the remitter identified as T.J.

22 97. On or about December 11, 2006, KIDD closed and caused to be closed escrow on the
23 property located at 1923 Hamersley Lane and disbursed and caused to be disbursed the funds as
24 directed by AKIL and SCHLOEMANN, including:
25

26 (a) a \$43,000 wire transfer to the Hiddenbrooke account for broker fees and real
27 estate commission; and

28 (b) a \$190,000 wire transfer to the Marsh Group account.

1 98. On or about December 18, 2006, SCHLOEMANN issued checks totaling \$88,000
2 from the Marsh Group account payable to McGUIRE.

3 99. On or about January 8, 2007, SCHLOEMANN withdrew \$190,000 from the Marsh
4 Group account and purchased a cashier's check in the same amount made payable to McGUIRE.

5 **105 DAISY COURT, VALLEJO, CALIFORNIA ("105 Daisy Court")**

6 100. On or about August 13, 2005, SCHLOEMANN submitted and caused to be
7 submitted a Purchase Agreement for the property located at 105 Daisy Court to lender Argent,
8 knowing that it contained false information.

9 101. On or about September 23, 2005, CLAY signed a Loan Application for 105 Daisy
10 Court in the name of Mark Lane and knowingly used a false Social Security number.

11 102. On or about September 23, 2005, AKIL submitted and caused to be submitted a
12 Loan Application in the name of Mark Lane to Argent, knowing that it contained false
13 information.

14 103. On or about September 2005, McGUIRE authorized the submission of rental
15 information to Argent knowing that the information was false in that it identified McGUIRE's
16 telephone number as the number belonging to the fictitious buyer's landlord.

17 104. On or about September 28, 2005, AKIL, SCHLOEMANN, and KIDD caused
18 \$89,916.03 and \$359,150.56 to be wire transferred from Argent to Financial Title.

19 105. On or about September 29, 2005, KIDD closed escrow on 105 Daisy Court and
20 disbursed the funds as directed by AKIL and SCHLOEMANN, including:

21 (a) a \$74,200 check made payable to Brooke Property; and

22 (b) a \$8,200 check made payable to the Hiddenbrooke account.

23 106. On or about September 29, 2005, AKIL issued a \$4,000 check from the

1 Hiddenbrooke account made payable to CLAY.

2 107. On or about October 17, 2005, AKIL issued a \$5,000 check from the Sanford & Son
3 MTG account made payable to CLAY.

4
5 **113 GARRETSON AVENUE, RODEO, CALIFORNIA** ("113 Garretson Avenue")

6 108. On or about May 31, 2006, AKIL and SCHLOEMANN submitted and caused to be
7 submitted a Purchase Agreement for the property located at 113 Garretson Avenue to Mandalay
8 Mortgage knowing that it contained false information.

9
10 109. In or about July 2006, AKIL and SCHLOEMANN recruited a straw buyer, K.M.,
11 for the property located at 113 Garretson Avenue.

12 110. On or about July 25, 2006, SCHLOEMANN caused a Loan Application to be
13 submitted to Mandalay Mortgage knowing that it contained false financial information about the
14 straw buyer K.M.

15
16 111. On or about July 20, 2006, CLAY authorized the submission of a letter to a lender
17 in support of the straw buyer's loan application, knowing that the letter falsely represented it was
18 written and signed by a CPA and that CLAY's telephone number was the telephone number of
19 the CPA.

20
21 112. On or about July 24, 2006, McGUIRE authorized the submission of rental
22 information to Mandalay Mortgage, knowing that it falsely represented that McGUIRE's
23 telephone number was the telephone number of the straw buyer's landlord.

24
25 113. On or about July 29, 2006, SCHLOEMANN withdrew \$8,940 from the Marsh
26 Group account and purchased a cashier's check in the same amount made payable to Financial
27 Title with the remitter identified as K.M.

28 114. On or about July 31, 2006, AKIL, SCHLOEMANN, and KIDD caused \$366,924.24

1 and \$91,574.33 to be wire transferred from Mandalay Mortgage to Financial Title.

2 115. On or about August 1, 2006, KIDD closed escrow on the property located at 113
3 Garretson Avenue and disbursed the funds as directed by AKIL and SCHLOEMANN, including:

4 (a) a \$1,530 check payable to Hiddenbrooke for broker fees and real estate
5 commission;

6 (b) a \$110,000 wire transfer to the Marsh Group account;

7 (c) a \$8,500 check made payable to CLAY; and

8 (d) a \$11,000 wire transfer to McGUIRE's Washington Mutual Bank account.
9

10
11 **2009 36TH AVENUE, OAKLAND, CALIFORNIA** ("2009 36th Avenue")

12 116. On or about September 2005, THOMAS provided the identities of prospective
13 straw buyers and also fictitious identities, including the fictitious Michael McCoy, to another
14 person requesting that this other person add the names to his various credit cards, thereby
15 establishing credit scores for those who had none, and increasing the credit scores of those whose
16 scores were too low to qualify to borrow funds.
17

18 117. On or about December 2, 2005, SCHLOEMANN submitted and caused to be
19 submitted a Purchase Agreement for the property located at 2009 36th Avenue to Fremont
20 Investment, knowing that it contained false information.
21

22 118. On or about December 2, 2005, McGUIRE authorized the submission of a
23 document that contained rental information to Fremont Investment, knowing that the document
24 falsely represented that McGUIRE'S telephone number was the telephone number of the
25 fictitious buyer's landlord.
26

27 119. On or about December 3, 2005, McGUIRE purchased a \$450 money order from
28 Washington Mutual Bank made payable to Financial Title.

1 120. On or about December 6, 2005, AKIL withdrew and caused the withdrawal of
2 \$5,000 from the Sanford and Son account to purchase a cashier's check made payable to
3 Financial Title in the same amount with the remitter shown as Michael McCoy.
4

5 121. On or about December 22, 2005, AKIL, SCHLOEMANN, and KIDD caused
6 \$397,958.60 and \$99,389.40 to be wire transferred from Fremont Investment to Financial Title.
7

8 122. On or about December 23, 2005, KIDD closed escrow on the property located at
9 2009 36th Avenue and disbursed the funds as directed by AKIL and SCHLOEMANN, including:

10 (a) a \$20,400 wire transfer from the escrow account to the Hiddenbrooke account
11 for broker fees and real estate commission; and

12 (b) a \$119,775 check made payable to Marsh Group account.
13

14 123. On or about January 28, 2006, AKIL issued a \$10,000 check from the Marsh Group
15 account made payable to THOMAS.

16 **1119 30TH STREET, OAKLAND, CALIFORNIA ("1119 30th Street")**

17 124. On or about May 12, 2005, SCHLOEMANN submitted and caused to be submitted
18 a Purchase Agreement for the property located at 1119 30th Street to Fremont Investment,
19 knowing that it contained false information.
20

21 125. On or about May 30, 2005, AKIL caused a Loan Application to be submitted to
22 Fremont Investment knowing that it contained false financial information about the straw buyer
23 THOMAS.

24 126. On or about June 1, 2005, AKIL, SCHLOEMANN, and KIDD caused \$327,211.50
25 and \$84,000 to be wire transferred from Fremont Investment to Financial Title.
26

27 127. On or about June 2, 2005, KIDD closed escrow on the property located at 1119 30th
28 Street and disbursed the funds as directed by AKIL and SCHLOEMANN, including a \$53,500

1 check made payable to AKIL which was deposited into the Sanford and Son bank account.

2 128. On or about June 5, 2005, AKIL issued a check for \$19,800 from the Sanford &
3 Son MTG bank account to THOMAS.

4 **1241 EARLTON LANE, LINCOLN, CALIFORNIA** ("1241 Earlton Lane")

5
6 129. On or about November 2006, ROSS recruited a straw buyer, S.Y., for the property
7 located at 1241 Earlton Lane.

8 130. On or about November 7, 2006, SCHLOEMANN submitted and caused to be
9 submitted a Purchase Agreement for the property located at 1241 Earlton Lane to Axiom,
10 knowing that it contained false information.

11
12 131. On or about December 20, 2006, CLAY authorized the submission of a letter to a
13 lender in support of the straw buyer's loan application, knowing that the letter falsely represented
14 it was written and signed by a CPA and that CLAY's telephone number was the telephone
15 number of the CPA.

16
17 132. On or about December 29, 2006, SCHLOEMANN submitted and caused to be
18 submitted a Loan Application to Axiom, knowing that it contained false financial information
19 about the straw buyer S.Y.

20
21 133. On or about January 2, 2007, SCHLOEMANN withdrew \$3,153.06 from the
22 Hiddenbrooke account and purchased a cashier's check in the same amount made payable to
23 Financial Title with the remitter identified as S.Y.

24 134. On or about January 2, 2007, AKIL, SCHLOEMANN, and KIDD caused
25 \$554,707.97 and \$138,473.63 to be wire transferred from Axiom to Financial Title.

26
27 135. On or about January 8, 2007, KIDD closed escrow on 1241 Earlton Lane and
28 disbursed the funds as directed by AKIL and SCHLOEMANN, including:

1 (a) a \$22,805 wire transfer to the Hiddenbrooke account for broker fees and real
2 estate commission; and

3 (b) a \$193,000 wire transfer to the Marsh Group account.
4

5 136. On or about January 8, 2007, SCHLOEMANN withdrew \$43,115.14 from the
6 Marsh Group account and purchased a cashier's check in the same amount made payable to
7 ROSS.

8 **5031 STAGHORN COURT, VALLEJO, CALIFORNIA** ("5031 Staghorn Court")
9

10 137. In or about February 2007, ROSS recruited two straw buyers, W.Y. and K.S., for
11 the property located at 5031 Staghorn Court.

12 138. On or about July 6, 2007, SCHLOEMANN submitted and caused to be submitted a
13 Purchase Agreement for the property located at 5031 Staghorn Court to American Mortgage
14 Network, knowing that it contained false information.
15

16 139. On or about July 7, 2006, CLAY authorized the submission of a letter to a lender in
17 support of the straw buyer's loan application, knowing that the letter falsely represented it was
18 written and signed by a CPA and that CLAY's telephone number was the telephone number of
19 the CPA.
20

21 140. On or about July 18, 2007, SCHLOEMANN submitted and caused to be submitted
22 a Loan Application to American Mortgage Network, knowing that the application contained false
23 financial information about the prospective borrowers K.S. and W.Y.

24 141. On or about July 20, 2007, AKIL and SCHLOEMANN caused \$708,045.47 to be
25 wire transferred from American Mortgage Network to Fidelity Title.
26

27 142. On or about July 20, 2007, CLAY received a \$52,050.01 wire transfer from the
28 escrow account to CLAY's Union Bank personal checking account.

All in violation of Title 18, United States Code, Section 1349.

COUNTS TWO THROUGH THIRTY-FIVE: (18 U.S.C. § 1343 - Wire Fraud)

143. The allegations set forth in paragraphs 1 through 142 are hereby incorporated by reference as though set forth herein.

144. On or about the dates specified below, in the Northern District of California, and elsewhere, the defendants identified below did knowingly devise and intend to devise a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations and promises, well knowing at the time that the pretenses, representations, and promises were false and fraudulent when made, and for the purpose of executing such scheme and artifice, did use the wires, in violation of Title 18, United States Code, Section 1343.

COUNT	DATE	DEFENDANTS	WIRE TRANSFER(S)	ACCOUNT
TWO	March 31, 2005	AKIL, SCHLOEMANN, and KIDD	\$402,764.04 \$99,950.74	Fremont Investment and Loan to Financial Title
THREE	June 1, 2005	AKIL, SCHLOEMANN, and KIDD	\$327,211.50 \$84,000	Fremont Investment and Loan to Financial Title
FOUR	September 28, 2005	AKIL, SCHLOEMANN, and KIDD	\$89,916.03 \$359,150.56	Argent Mortgage Company to Financial Title
FIVE	December 22, 2005	AKIL, SCHLOEMANN, and KIDD	\$397,958.60 \$99,389.40	Fremont Investment and Loan to Financial Title
SIX	January 23, 2006	AKIL, SCHLOEMANN, and KIDD	\$290,638.80 \$72,789.40	Argent Mortgage Company to Financial Title
SEVEN	April 27, 2006	AKIL, SCHLOEMANN, and KIDD	\$382,791.64 \$95,875.84	Argent Mortgage Company to Financial Title

EIGHT	April 28, 2006	AKIL, SCHLOEMANN, and KIDD	\$87,600	Comerica Bank to Union Bank, Marsh Group Account
NINE	June 5, 2006	AKIL, SCHLOEMANN, and KIDD	\$363,023.72 \$91,098.85	Aegis Funding Corporation to Financial Title
TEN	June 6, 2006	AKIL, SCHLOEMANN, and KIDD	\$67,680	Comerica Bank to Union Bank, Marsh Group Account
ELEVEN	June 28, 2006	AKIL, SCHLOEMANN, and KIDD	\$434,954.39 \$107,895.24	Argent Mortgage Company to Financial Title
TWELVE	June 29, 2006	AKIL, SCHLOEMANN, KIDD	\$158,000	Comerica Bank to Union Bank, Marsh Group Account
THIRTEEN	July 13, 2006	AKIL, SCHLOEMANN, and KIDD	\$747,125 \$250,000	United Security Financial Company to Financial Title
FOURTEEN	July 13, 2006	AKIL, SCHLOEMANN, and KIDD	\$150,000	Comerica Bank to Union Bank, Marsh Group Account
FIFTEEN	July 31, 2006	AKIL, SCHLOEMANN, KIDD and McGUIRE	\$366,924.24 \$91,574.33	Mandalay Mortgage to Financial Title
SIXTEEN	August 1, 2006	AKIL, SCHLOEMANN, and KIDD	\$110,000	Comerica Bank to Union Bank, Marsh Group Account
SEVENTEEN	August 2, 2006	AKIL, SCHLOEMANN, and KIDD	\$368,325.48 \$92,673	Fremont Investment and Loan to Financial Title
EIGHTEEN	August 3, 2006	AKIL, SCHLOEMANN, and KIDD	\$58,871.61	Comerica Bank to Union Bank, Marsh Group Account
NINETEEN	August 3, 2006	AKIL, SCHLOEMANN, McGUIRE, and KIDD	\$36,975	Comerica Bank to Washington Mutual Bank

TWENTY	August 3, 2006	AKIL, SCHLOEMANN, ROSS and KIDD	\$29,975	Comerica Bank to Washington Mutual Bank
TWENTY-ONE	September 25, 2006	AKIL, SCHLOEMANN, and KIDD	\$428,733.12 \$105,800.50	Argent Mortgage Company to Financial Title
TWENTY-TWO	September 26, 2006	AKIL, SCHLOEMANN, and KIDD	\$56,066.80	Comerica Bank to Union Bank, Marsh Group Account
TWENTY-THREE	December 7, 2006	AKIL, SCHLOEMANN, and KIDD	\$567,597.46 \$141,871.18	Fremont Investment and Loan to Financial Title
TWENTY-FOUR	December 8, 2006	AKIL, SCHLOEMANN, and KIDD	\$175,000	Comerica Bank to Union Bank, Marsh Group Account
TWENTY-FIVE	December 8, 2006	AKIL, SCHLOEMANN, and KIDD	\$152,980.71 \$611,661.68	Axiom Financial Services to Financial Title
TWENTY-SIX	December 11, 2006	AKIL, SCHLOEMANN, and KIDD	\$190,000	Comerica Bank to Union Bank, Marsh Group Account
TWENTY-SEVEN	December 26, 2006	AKIL, SCHLOEMANN, and KIDD	\$602,322.38 \$150,294.98	Axiom Financial Services to Financial Title
TWENTY-EIGHT	December 28, 2006	AKIL, SCHLOEMANN, KIDD and McGUIRE	\$37,500	Comerica Bank to Washington Mutual Bank
TWENTY-NINE	December 28, 2006	AKIL, SCHLOEMANN, and KIDD	\$193,500	Comerica Bank to Union Bank, Marsh Group Account
THIRTY	February 5, 2007	AKIL, SCHLOEMANN, and KIDD	\$567,184.51 \$140,598.97	Bears Stearns to Financial Title
THIRTY-ONE	February 7, 2007	AKIL, SCHLOEMANN, and KIDD	\$175,000	Comerica Bank to Marsh Group Account

THIRTY-TWO	January 2, 2007	AKIL, SCHLOEMANN, and KIDD	\$554,707.97 \$138,473.63	Axiom Financial Services to Financial Title
THIRTY-THREE	January 8, 2007	AKIL, SCHLOEMANN, and KIDD	\$193,000.00	Comerica Bank to Union Bank, Marsh Group Account
THIRTY-FOUR	July 20, 2007	AKIL and SCHLOEMANN	\$708,045.47	America Mortgage Network to Fidelity National Title Company
THIRTY-FIVE	July 20, 2007	AKIL, SCHLOEMANN, and CLAY	\$52,050.01	Fidelity National Title Company to Union Bank, Clay account

COUNTS THIRTY-SIX THROUGH FIFTY-THREE: (18 U.S.C. § 1957(a) (Money Laundering - Expenditure))

145. The allegations set forth in paragraphs 1 through 144 are hereby incorporated by reference as though set forth herein.

146. On or about the dates described below, within the Northern District of California, and elsewhere, defendants identified below did knowingly engage in monetary transactions in criminally derived property of a value greater than \$10,000, as described in Counts Thirty-Six through Fifty-Three below, said property being derived from a specified unlawful activity, namely, the conspiracy to commit wire fraud, as alleged in Count One, and wire fraud, as alleged in Counts Two through Thirty-Five:

COUNT DATE DEFENDANTS AMOUNT WIRE TRANSFER

THIRTY-SIX	December 23, 2005	AKIL, SCHLOEMANN, and KIDD	\$119,775	Comerica Bank to Union Bank, Marsh Group Account
THIRTY-SEVEN	January 24, 2006	AKIL, SCHLOEMANN, KIDD	\$46,000	Comerica Bank to Union Bank, Hiddenbrooke Account

THIRTY-EIGHT	April 28, 2006	AKIL, SCHLOEMANN, KIDD	\$87,600	Comerica Bank to Union Bank, Marsh Group Account
THIRTY-NINE	June 6, 2006	AKIL, SCHLOEMANN, KIDD	\$67,680	Comerica Bank to Union Bank, Marsh Group Account
FORTY	June 29, 2006	AKIL, SCHLOEMANN, KIDD	\$158,000	Comerica Bank to Union Bank, Marsh Group Account
FORTY-ONE	July 13, 2006	AKIL, SCHLOEMANN, KIDD	\$150,000	Comerica Bank to Union Bank, Marsh Group Account
FORTY-TWO	August 1, 2006	AKIL, SCHLOEMANN, KIDD	\$110,000	Comerica Bank to Union Bank, Marsh Group Account
FORTY-THREE	August 3, 2006	AKIL, SCHLOEMANN, KIDD	\$58,871.61	Comerica Bank to Union Bank, Marsh Group Account
FORTY-FOUR	August 3, 2006	ROSS	\$29,975	Comerica Bank to Washington Mutual Bank
FORTY-FIVE	August 3, 2006	AKIL, SCHLOEMANN, McGUIRE, and KIDD	\$36,975	Comerica Bank to Washington Mutual Bank
FORTY-SIX	September 26, 2006	AKIL, SCHLOEMANN, KIDD	\$56,066.80	Comerica Bank to Union Bank, Marsh Group Account
FORTY-SEVEN	December 8, 2006	AKIL, SCHLOEMANN, KIDD	\$175,000	Comerica Bank to Union Bank, Marsh Group Account
FORTY-EIGHT	December 11, 2006	AKIL, SCHLOEMANN, KIDD	\$190,000	Comerica Bank to Union Bank, Marsh Group Account
FORTY-NINE	December 28, 2006	AKIL, SCHLOEMANN, KIDD	\$193,500	Comerica Bank to Union Bank, Marsh Group Account

FIFTY	December 28, 2006	AKIL, SCHLOEMANN, KIDD and McGUIRE	\$37,500	Comerica Bank to Washington Mutual Bank
FIFTY-ONE	January 8, 2007	AKIL, SCHLOEMANN, KIDD	\$193,000	Comerica Bank to Union Bank, Marsh Group Account
FIFTY-TWO	February 7, 2007	AKIL, SCHLOEMANN, KIDD	\$175,000	Comerica Bank to Union Bank, Marsh Group Account
FIFTY-THREE	July 20, 2007	CLAY	\$52,050.01	Fidelity National Title Company to Union Bank, Marsh Group Account

Each in violation of Title 18, United States Code, Section 1957(a).

Dated: *October 29, 2009*

A TRUE BILL

Walt Bodley
FOREPERSON

JOSEPH P. RUSSONIELLO
United States Attorney

Maureen C. Besette
MAUREEN C. BESSETTE
Chief, Oakland Branch

(Approved as to form: *Maureen C. Besette*)

AUSA CORRIGAN